

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

STATE OF OHIO, *ex rel.*,  
DAVID P. JOYCE,

Plaintiff,

VS.

MERSCORP, INC., *et. al.*,

Defendants.

CASE NO. 1:11-CV-02474

JUDGE GWIN

**ANSWER OF DEFENDANT  
CORELOGIC REAL ESTATE  
SOLUTIONS, LLC, TO PLAINTIFF'S  
COMPLAINT**

For its Answer to the Complaint (the “Complaint”) of Plaintiff Geauga County (“Plaintiff”), Defendant CoreLogic Real Estate Solutions, LLC (“CoreLogic”) states as follows:

1. CoreLogic denies the allegations contained in Paragraph 1 of Plaintiff's Complaint.
2. CoreLogic denies the allegations contained in Paragraph 2 of Plaintiff's Complaint.
3. CoreLogic denies the allegations contained in Paragraph 3 of Plaintiff's Complaint.
4. CoreLogic denies the allegations contained in Paragraph 4 of Plaintiff's Complaint.

5. CoreLogic denies the allegations contained in Paragraph 5 of Plaintiff's Complaint.

6. CoreLogic denies the allegations contained in Paragraph 6 of Plaintiff's Complaint.

7. CoreLogic denies the allegations contained in Paragraph 7 of Plaintiff's Complaint.

8. CoreLogic denies the allegations contained in Paragraph 8 of Plaintiff's Complaint.

9. CoreLogic admits the allegations contained in Paragraph 9 of Plaintiff's Complaint insofar as the same pertain to it. With respect to the remaining allegations in Paragraph 9 of Plaintiff's Complaint, CoreLogic is without knowledge or information sufficient to form a belief as to the truth of those allegations, and therefore denies the same.

10. CoreLogic states that Paragraph 10 calls for a legal conclusion and, therefore, denies the same. With respect to the remaining Defendants in regard to Paragraph 10 of Plaintiff's Complaint, CoreLogic is without knowledge or information sufficient to form a belief as to the truth of those allegations, and therefore denies the same.

11. In response to Paragraph 11 of Plaintiff's Complaint, CoreLogic admits Plaintiff is located in the State of Ohio. Further answering, CoreLogic denies the remaining allegations contained in Paragraph 11 of Plaintiff's Complaint.

12. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12 of Plaintiff's Complaint, and therefore denies the same.

13. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of Plaintiff's Complaint, and therefore denies the same.

14. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of Plaintiff's Complaint, and therefore denies the same.

15. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of Plaintiff's Complaint, and therefore denies the same.

16. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 of Plaintiff's Complaint, and therefore denies the same.

17. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of Plaintiff's Complaint, and therefore denies the same.

18. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18 of Plaintiff's Complaint, and therefore denies the same.

19. CoreLogic admits it was formally known as First American Real Estate Solutions, LLC, that it maintains its principal place of business at 4 First American Way, Santa Ana, California 92707, and that its registered agent in Ohio is CSC Lawyers Incorporating Service (Corporation Service Company), 50 W. Broad Street, Suite 1800, Columbus, Ohio 43215; CoreLogic denies the remaining allegations contained in Paragraph 19 of Plaintiff's Complaint.

20. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20 of Plaintiff's Complaint, and therefore denies the same.

21. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 of Plaintiff's Complaint, and therefore denies the same.

22. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of Plaintiff's Complaint, and therefore denies the same.

23. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23 of Plaintiff's Complaint, and therefore denies the same.

24. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24 of Plaintiff's Complaint, and therefore denies the same.

25. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of Plaintiff's Complaint, and therefore denies the same.

26. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of Plaintiff's Complaint, and therefore denies the same.

27. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of Plaintiff's Complaint, and therefore denies the same.

28. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of Plaintiff's Complaint, and therefore denies the same.

29. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of Plaintiff's Complaint, and therefore denies the same.

30. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 of Plaintiff's Complaint, and therefore denies the same.

31. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of Plaintiff's Complaint, and therefore denies the same.

32. CoreLogic denies the allegations contained in Paragraph 32 of Plaintiff's Complaint.

33. CoreLogic denies the allegations contained in Paragraph 33 of Plaintiff's Complaint.

34. CoreLogic denies the allegations contained in Paragraph 34 of Plaintiff's Complaint.

35. CoreLogic denies the allegations contained in Paragraph 35 of Plaintiff's Complaint.

36. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 of Plaintiff's Complaint, and therefore denies the same.

37. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 37 of Plaintiff's Complaint, and therefore denies the same.

38. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 38 of Plaintiff's Complaint, and therefore denies the same.

39. CoreLogic denies the allegations contained in Paragraph 39 of Plaintiff's Complaint.

40. CoreLogic denies the allegations contained in Paragraph 40 of Plaintiff's Complaint.

41. CoreLogic denies the allegations contained in Paragraph 41 of Plaintiff's Complaint.

42. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 42 of Plaintiff's Complaint, and therefore denies the same.

43. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 43 of Plaintiff's Complaint, and therefore denies the same.

44. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 44 of Plaintiff's Complaint, and therefore denies the same.

45. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 45 of Plaintiff's Complaint, and therefore denies the same.

46. In response to Paragraph 46 of Plaintiff's Complaint, CoreLogic admits that beginning in the 1990s, securitization of mortgages became more common. Further answering, CoreLogic denies the remaining allegations contained in Paragraph 46 of Plaintiff's Complaint.

47. CoreLogic denies the allegations contained in Paragraph 47 of Plaintiff's Complaint.

48. CoreLogic denies the allegations contained in Paragraph 48 of Plaintiff's Complaint.

49. CoreLogic denies the allegations contained in Paragraph 49 of Plaintiff's Complaint.

50. CoreLogic denies the allegations contained in Paragraph 50 of Plaintiff's Complaint.

51. CoreLogic denies the allegations contained in Paragraph 51 of Plaintiff's Complaint.

52. CoreLogic denies the allegations contained in Paragraph 52 of Plaintiff's Complaint.

53. CoreLogic denies the allegations contained in Paragraph 53 of Plaintiff's Complaint.

54. CoreLogic denies the allegations contained in Paragraph 54 of Plaintiff's Complaint.

55. CoreLogic denies the allegations contained in Paragraph 55 of Plaintiff's Complaint.

56. CoreLogic denies the allegations contained in Paragraph 56 of Plaintiff's Complaint.

57. CoreLogic is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 57 of Plaintiff's Complaint, and therefore denies the same.

58. CoreLogic denies the allegations contained in Paragraph 58 of Plaintiff's Complaint.

59. CoreLogic denies the allegations contained in Paragraph 59 of Plaintiff's Complaint.

**FIRST CAUSE OF ACTION**  
**DECLARATORY JUDGMENT AND PERMANENT INJUNCTION**  
**AGAINST ALL DEFENDANTS**

60. In response to Paragraph 60 of Plaintiff's Complaint, CoreLogic incorporates its answers to Paragraphs 1 through 59 as if fully set forth herein.

61. CoreLogic denies the allegations contained in Paragraph 61 of Plaintiff's Complaint.

62. CoreLogic denies the allegations contained in Paragraph 62 of Plaintiff's Complaint.

63. CoreLogic denies the allegations contained in Paragraph 63 of Plaintiff's Complaint.



64. CoreLogic denies the allegations contained in Paragraph 64 of Plaintiff's Complaint.

**SECOND CAUSE OF ACTION**  
**UNJUST ENRICHMENT AGAINST ALL DEFENDANTS**

65. In response to Paragraph 65 of Plaintiff's Complaint, CoreLogic incorporates its answers to Paragraphs 1 through 64 as if fully set forth herein.

66. CoreLogic denies the allegations contained in Paragraph 66 of Plaintiff's Complaint.

67. CoreLogic denies the allegations contained in Paragraph 67 of Plaintiff's Complaint.

68. CoreLogic denies the allegations contained in Paragraph 68 of Plaintiff's Complaint.

69. CoreLogic denies the allegations contained in Paragraph 69 of Plaintiff's Complaint.

**PRAYER FOR RELIEF**

In response to the paragraphs of the Complaint entitled "Prayer for Relief," CoreLogic denies any and all allegations under subparagraphs a through h.

**AFFIRMATIVE DEFENSES/DEFENSES**

1. The Complaint fails to state any claims against CoreLogic upon which this Court may grant relief.

2. CoreLogic never received any assignments that were required to be recorded, as alleged in Plaintiff's Complaint.

3. Plaintiff's injuries and/or expenses, if any were caused solely by the superseding, intervening acts and conduct of Plaintiff and/or other persons or parties, which intervened

between the alleged acts and conduct of CoreLogic and the claimed damages or liability, barring recovery or liability against CoreLogic in whole or in part.

4. Plaintiff and/or members of the putative Plaintiff classes have not sustained any damages proximately caused by CoreLogic.

5. The statutory provisions referenced by Plaintiff do not require recording of assignments or payment of fees.

6. Plaintiff's claims are barred by unclean hands, estoppel, statutes of limitations, and laches.

7. Some of all of the claims asserted by Plaintiff are barred by the statute of frauds and/or the parol evidence rule.

8. Plaintiff's claims are barred by the doctrines of waiver and ratification.

9. CoreLogic is not responsible for recording mortgage related documents, as alleged in Plaintiff's Complaint.

10. The Complaint fails to state a claim that can be prosecuted properly as a class action under the requirements of Rule 23 of the Federal Rules of Civil Procedure.

11. This suit should not proceed as a class action because, among other reasons, Plaintiff is not an adequate class representative, its interests are in conflict, its claims are not typical of other putative class members' claims, common questions of law and fact do not predominate, the case is inherently unmanageable as a class action, and a class action is not superior to other available methods for the fair and efficient adjudication of this controversy.

12. Plaintiff has no standing to maintain this action against CoreLogic because there is no actual case or controversy between CoreLogic and Plaintiff.

13. CoreLogic's conduct at all times complied, and was in good faith conformity, with all applicable contracts, laws and regulations.

14. Plaintiff's claims are barred for the reasons set forth in Defendants' Joint Motion to Dismiss Plaintiff's Complaint.

15. CoreLogic reserves the right to assert any and all affirmative defenses that may develop during the course of this matter, via discovery or otherwise.

WHEREFORE, Defendant CoreLogic Real Estate Solutions, LLC respectfully requests that the Complaint against it be dismissed at Plaintiff's cost and that it be granted any and all relief allowed by law.

Respectfully submitted,

/s/James S. Wertheim

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*Attorneys for Defendant*

*CoreLogic Real Estate Solutions, LLC*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing *Answer of Defendant CoreLogic Real Estate Solutions, LLC to Plaintiff's Complaint* was filed electronically on December 12, 2011. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's ECF system.

/s/James S. Wertheim

James S. Wertheim

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